

STANDARD FORM 1449 (10-95)
Prescribed by GSA - FPMR (41 CFR) 101-11.6

K

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NO.		PAGE 1 OF 12	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE 20 August 2004		4. ORDER NO.		5. SOLICITATION NO.	
7. FOR SOLICITATION INFORMATION CALL		a. NAME		b. TELEPHONE NO. (No collect calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY ONLY CORRESPONDENCE MAILED VIA THE U.S. POSTAL SERVICE SHOULD BE ADDRESSED TO: Washington, D.C. 20505		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS Net 30 Days	
15. DELIVER TO SEE SECTION A - PAGE 2		CODE		16. ADMINISTERED BY Technical POC:		CODE	
17a. CONTRACTOR/ OFFEROR TELEPHONE NO.		CODE 11933 FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE	
EdVenture Partners 49 Dos Osos Orinda, CA 94563				Washington, DC 20505			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Page 2						
				(Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 01 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR X				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED X		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED 8/25/04	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
				42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (Y/M/D)		42d. TOTAL CONTAINERS	

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NUMBER AND PAPERWORK BURDEN STATEMENT

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ADDENDA

A. Deliver To/Schedule (Blocks 11, 15, 19-24):

Task #	Nomenclature	Qty	Unit Price	Total
1				
2				
3				
4				
* All salaries, ground and air travel expenses, hotel, and car rental are included in the cost for full program execution.				
TOTAL:				

GSA Schedule Number: GS-02F-0022P

B. Invoicing and Payment Instructions (General) — Unclassified Association
(JAN 2004)

(a) Contractors may mail invoices to the following payment office:

Washington, DC 20505.

However, the preferred method of submitting invoices to the payment office is via facsimile (FAX) machine. Contractors may use any of the numbers listed below. When Contractors transmit original invoices via FAX, do not follow up with additional mailed copies; doing so will cause your company to lose the FAX option.

(b) The payment periods designated in the FAR clauses for Prompt Payment contained in this contract will begin the date the Government receives a proper invoice in the payment office. A proper invoice must include:

- (1) Name of the business concern, invoice date, and date(s) supplies delivered or services performed.
 - (2) Contract, purchase order, or delivery order number. The Government cannot process for payment an invoice that lacks a contract, purchase order, or delivery order number. No other 'authorizations' are valid or acceptable.
 - (3) Itemized cost elements and fee amounts for both the current invoice's costs and for the cumulative cost elements and fee amounts (for cost reimbursable contracts); itemized labor categories (for time and material or labor hour contracts); description, price, and quantity of supplies delivered and/or services rendered (for fixed price contracts, purchase orders and delivery orders).
 - (4) Shipping and payment terms (for fixed price contracts, purchase orders, or delivery orders).
 - (5) Name, title, phone number, and complete mailing address of responsible official to whom the Agency should send payment.
- (c) The Government shall give notice of an apparent error, defect, or impropriety in an invoice to the Contractor within 7 days of receipt of the invoice by the payment office. The Contractor may make inquiries regarding invoices to the payment office on

C. Period of Performance (AUG 1996)

The period of performance of this contract shall be from **20 August 2004** through **31 December 2004**.

D. Fraud , Waste, and Abuse - Unclassified Association (DEC 2002)

Anyone who suspects fraud, waste, or abuse in any aspect of the acquisition process or during performance of this contract by either Government or Contractor personnel should contact the Office of Inspector General, Investigations Staff, at phone number .

E. SECURITY REQUIREMENTS-CONTRACT CLASSIFICATION (JUL 1997)

F. Non-Publicity (DEC 2003)

(a) The Contractor shall not use or allow to be used any aspect of this solicitation and/or contract for publicity. "Publicity" means, but is not limited to, advertising (e.g. trade magazines, newspapers, Internet, radio, television etc.), communications with the media, marketing, or a reference for new business. This shall include, but, is not limited to, the use of the terms or any other sponsor specific terms in any public advertisements. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. Contractors are not required to obtain waivers when informing offices within this Agency of contracts it has performed or is in the process of performing provided there are no security restrictions. Contractors may include the requirement for security clearances up to the TS, SCI level in public employment advertisements.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in each subcontract issued under this contract.

G. Request for Clause Waiver Due to Security Requirements (JUL 1997)

When the Contractor, in performance of the work under this contract, finds the requirements of any of the clauses in this contract to be in conflict with security instructions, the Contractor shall call such conflict to the attention of the Contracting Officer and/or COSR. The Contracting Officer may issue a waiver in writing to:

(a) modify or rescind such security requirements, or

(b) waive compliance with such security requirements.

H. Foreign Ownership, Control, or Influence (SEP 2002)

(a) Notwithstanding the provisions of Section 3 of the NISPOM, the Government intends to secure services or equipment from firms which are not under foreign ownership, control, or influence (FOCI) or where any FOCI may, in the opinion of the Government, adversely impact on security requirements. Notwithstanding the limitation on contracting with an Offeror under FOCI, the Government reserves the right to contract with such Offerors under appropriate arrangements, when it determines that such contracts will be in the best interest of the Government.

(b) Accordingly, all Offerors responding to this RFP or initiating performance of a contract are required to submit a Standard Form (SF) 328, Certificate Pertaining to Foreign Interests (or update a previously submitted SF328), and a Key Management Personnel List (KMPL) with their proposal or prior to contract performance, as appropriate. All SF328s and KMPLs shall be executed at the parent level of an organization. However, the Government reserves the right to request a separate SF328 and KMPL at the level of the company negotiating a contract with the Government, when desired. Offerors are also required to request, collect, and forward to the Government the SF328 from all Subcontractors undertaking classified work under the Offeror's direction and control. Offerors are responsible for the thoroughness and completeness of each Subcontractor's SF328 submission. SF328 entries should specify, where necessary, the identity, nature, degree, and impact of any FOCI on their organization or activities, or the organization or activities of a subcontractor. Additionally, a KMPL must be submitted with each SF328 which identifies senior management by name, position, social security number, date/place of birth, and citizenship status.

(c) The Contractor shall, in any case in which it believes that foreign influence exists or is being sought over its affairs, or the affairs of any Subcontractor, promptly notify the Contracting Officer of all the pertinent facts, even if such influence is not exerted to the degree specified in the NISPOM.

(d) The Contractor shall provide an updated SF328 and KMPL no later than five years from the date as certified on the last submitted SF328. The Contractor shall also promptly disclose to the Contracting Officer any information pertaining to any interest of a FOCI nature in the Contractor or Subcontractor that has developed at any time during the contract's duration or has subsequently come to the Contractor's attention. An updated SF328 is required of the Contractor or any Subcontractor whenever there is a change in response to any of the 10 questions on the SF328.

(e) The Contractor is responsible for initiating the submission of the SF328 and KMP for all Subcontractors undertaking classified work during the entire period of performance of the contract.

I. PERSONAL CONDUCT (JUL 1997)

(a) The Contractor and its employees shall comply with the conduct requirements in effect at the Government's work site. The Government reserves the right to exclude or remove from the site any employee of the Contractor or of a subcontractor whom the Government deems careless, uncooperative, or whose continued employment on the work is deemed by the Government to be contrary to the public interest.

(b) The Contractor shall inform its employees that the Agency has a zero tolerance policy for harassing behavior and that it shall not be tolerated. Any Contractor employee who is found to be culpable in incidents of harassment shall be immediately escorted from the premises and denied further access. This policy creates a greater burden upon the conduct of Contractor employees. The Contractor shall emphasize this fact to its employees.

Exclusion under the circumstances described in this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government

J. Notification of Issuance of Classified Subcontracts (JUL 2003)

(a) The contractor shall provide to the Contracting Officer written notice of all subcontracts issued hereunder wherein any aspect of the subcontract is classified using the "Subcontractor Notification Form". This form can be obtained from the Contracting Officer. The notice shall include (1) the name and address of the subcontractor(s), (2) a description of the supplies or services that are being acquired pursuant to the subcontract, and (3) a SF328 and KMPL on the subcontractor's parent organization as required by clause of this contract. Such notice shall be provided to the Contracting Officer within 14 days of entering into such subcontracts.

(b) For the purpose of this clause, subcontract means a contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(c) The contractor's obligations under this clause are in addition to any other provision of this contract, if any, relating to subcontracting. The contractor is responsible for ensuring that all subcontractors having access to classified information must have the necessary Agency clearances.

(d) The contractor shall include a similar requirement in each subcontract issued under this contract wherein any aspect of the subcontract is classified. Subcontractors shall submit notices through the prime contractor to the Contracting Officer as described in paragraph (a) above.

K. Contractor Personnel Supervision (DEC 2001)

The Contractor's personnel shall at all times be considered and recognized as employees of the Contractor and under the Contractor's control. In order to ensure that the services defined

in the Statement of Work are satisfactorily performed, the Contracting Officer, or designee, shall issue directions and requirements concerning the work to the designated supervisory personnel of the Contractor who shall, in turn, ensure that the requested services are performed in a manner satisfactory to such Contracting Officer or designee.

L. Timely Notice Of Litigation (AUG 1996)

(a) The Contractor hereby agrees to immediately give written notice to the Contracting Officer of any anticipated or current litigation or any litigation that may arise during the course of the performance of this contract, that involves or in any way relates to or affects any aspect of this contract, its terms or costs, pertinent subcontracts, or the Customer's relationship with the Contractor or Subcontractors. Said notice shall include all relevant information with respect thereto.

(b) The Contractor agrees to insert this requirement in any subcontract under this contract. In the event of litigation, the Subcontractor shall immediately notify its next tier Subcontractor or the Prime Contractor, as the case may be, of all relevant information with respect to such litigation.

(c) The Contracting Officer shall have access to and the right to examine any pertinent books, documents, papers and records of the Prime Contractor or Subcontractor(s) involving customer transactions related to any contract litigation.

M. Tax Audits (JAN 2004)

If federal, state, or local tax officials request access to information under this contract, the contractor shall immediately notify the Contracting Officer. The contractor shall also request that the tax officials identify, in writing, the specific information sought for review and shall forward the response and any related documentation to the Contracting Officer. Failure to provide notice to the Contracting Officer may be grounds for denying a cost/price adjustment for the resulting tax liability, if an adjustment is otherwise authorized by law and the terms of this contract.

**N. Authority and Designation of a Contracting Officer's
Technical Representative (COTR) (B) (AUG 1996)**

(a) Authority. Performance of this contract is subject to the technical guidance, supervision and approval of the Contracting Officer or his designated representative. As used herein, "technical guidance" is restricted to scientific, engineering or other technical field-of-discipline matters directly related to the work to be performed. Such guidance may be provided for the purposes of filling in details, clarifying, interpreting or otherwise serving to accomplish the technical objectives and requirements of the contract. In addition, and unless specified elsewhere in this contract, the authority of the designated representative is specifically limited to the technical administration of this contract and the inspection of supplies being produced, services being provided or work being performed to assess compliance with the scope, estimated cost (if Cost-Reimbursement), schedule and technical requirements of the contract.

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(b) Designation. The individual(s) identified below is/are authorized access to all information concerning this contract during the life of the contract unless this authorization is reassigned by an Administrative Change to the contract:

Name

Telephone No.

(c) Notification. The Contracting Officer is the only representative of the Government authorized to negotiate, enter into, modify or take any other action with respect to this contract. Therefore, no other employee or representative of the Government has the authority to initiate a course of action which may alter the terms of this contract. All revisions to specifications, requirements or informal commitments which may involve a change in either the total cost/price, scope, delivery schedule or legal aspects of this contract must be accomplished by change order or supplemental agreement, to be negotiated and signed by the Contracting Officer. Should any action by Government personnel (other than the Contracting Officer) imply a commitment on the part of the Government, which would effect the terms of this contract, the Contractor must notify the Contracting Officer and obtain approval prior to proceeding. Otherwise, the Contractor proceeds at its own risk.

O. **Clauses Requiring Access by Other Government Entities (JUL 2003)**

Several clauses in this contract require reporting to other Federal agencies or access by other Federal agencies to the Contractor's records for compliance determinations or other reviews. If any such reporting, compliance determination, or review involves this contract, the Contractor shall obtain the Contracting Officer's written permission or guidance before participating.

P. **Statement of Work (OCT 2003)**

The Sponsor's Statement of Work entitled "Edventure Partners Statement of Work" dated 8 July 2004, which is incorporated by reference or attached hereto, is made a part of this contract.

Q. **INCORPORATION OF FAR PROVISION 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2003)**

FAR Provision 52.212-3 Offeror Representations and Certifications-Commercial Items, which has been completed and dated 23 July 2004 is incorporated herein by reference and made a part of this contract.

ATTACHMENT

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (DEC 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I to 52.219-5.

☐ (iii) Alternate II to 52.219-5.

☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

☐ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) ☐ Alternate I of 52.219-23.

☐ (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).

☒ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☒ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

☐ (16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).

☐ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (18) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a - 10d).

☐ (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

☐ (ii) Alternate I of 52.225-3.

☐ (iii) Alternate II of 52.225-3.

☐ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☐ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

☐ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

☐ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

☐ (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

☒ (25) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (31 U.S.C. 3332).

☐ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

☐ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

☐ (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

☐ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

☐ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components -

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

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(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☒ TIN: [] 68-0255486

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☒ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.60494;

☐ Other [].

(5) Common parent.

☒ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

☐ Name [].

☐ TIN [].

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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(1) Small business concern. The offeror represents as part of its offer that it ☒ is ~~not~~ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☒ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☒ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☒ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☒ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☒ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: ☐

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size

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NO.498 P.4

CONTRACTOR NAME: EDVENTURE PARTNERS
 CONTRACT NUMBER: TBD
 Page 4 of 8

standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual Gross Revenues
 Number of Employees

- | | |
|---|---|
| <input checked="" type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51-100 | <input type="checkbox"/> \$1,000,001-\$2 million |
| <input type="checkbox"/> 101-250 | <input checked="" type="checkbox"/> \$2,000,001-\$3.5 million |
| <input type="checkbox"/> 251-500 | <input type="checkbox"/> \$3,500,001-\$5 million |
| <input type="checkbox"/> 501-750 | <input type="checkbox"/> \$5,000,001-\$10 million |
| <input type="checkbox"/> 751-1,000 | <input type="checkbox"/> \$10,000,001-\$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either-

(A) It ☐ is, ☒ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☒ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: ☐

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns

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maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☒ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☒ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It ☐ has developed and has on file, ☒ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.

Country of Origin

CONTRACTOR NAME: EDVENTURE PARTNERS
CONTRACT NUMBER: TBD
Page 6 of 8

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act-Free Trade Agreements-Israeli Trade Act- Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

FTA Country or Israeli End Products:

Line Item No.	Country of Origin
[List as necessary]	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
[List as necessary]	

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
[List as necessary]

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(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.
Country of Origin
[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products:

Line Item No.
[List as necessary]

Country of Origin

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☒ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☒ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery,

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CONTRACT NUMBER: TBD
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bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☒ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product ☐
Listed Countries of Origin ☐

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

Central Intelligence

EDVENTURE PARTNERS STATEMENT OF WORK

BACKGROUND

The peer marketing strategy is a contextual education focused approach that allows students, via a curriculum-based, for-credit in-class project, to brand, market and promote the Central Intelligence Agency and its objectives to their peers and members of the defined target market.

PROGRAM OBJECTIVES

Overall objectives of the Central Intelligence Agency

are to:

TASKS/REQUIREMENTS

Program Planning

Task 1- Meet with and secure participation agreements with 12 academic institutions selected and approved by the Central Intelligence Agency based on criteria developed

between the Central Intelligence Agency and EdVenture Partners (EVP) which includes, but is not limited to:

- Identification of appropriate class, course or other appropriate academic format to incorporate the Central Intelligence Agency [redacted]
- Reasonable and convenient access to campus [redacted]
[redacted]
- Assess and select campuses as best possible to ensure successful programs
- Willingness and interest of campus to participate
- Submission of the recommended 12 schools to the Central Intelligence Agency for final approval.

Task 2 - Design a customized, Central Intelligence Agency, marketing curriculum that guides students in applying academic theory to develop a marketing campaign [redacted]
[redacted] The goal is to specifically address the six (6) stated objectives of the Central Intelligence Agency [redacted] at participating colleges/universities.

Program Management

Task 3 - Ensure the Central Intelligence Agency student handbook and EVP hosted Central Intelligence Agency Web site for participating students are completed prior to program launch.

Task 4- Conduct pre-program meetings with marketing faculty to discuss the curriculum, timelines and strategies, and facilitate in-class Program Launch.

Task 5 - Review all student-generated strategies and tactics (advertisements and publicity efforts) prior to forwarding Central Intelligence Agency Communications Approval Document (CAD) for review and approval.

Task 6 - Deliver status reports to the Central Intelligence Agency every six weeks throughout duration of the program.

Task 7 - Manage marketing students throughout the semester/quarter as guide, coach, mentor and project manager to ensure students meet the Central Intelligence

Agency objectives and adhere to timelines and branding requirements.

Task 8 - Meet in-person with program students five times throughout the semester/quarter. Communicate with students via e-mail and phone on a weekly or daily basis, as needed.

Task 9 - Provide Central Intelligence Agency with a Contact Summary Sheet which includes, but is not limited to Faculty Contact Information, Central Intelligence Agency Contact Information, EVP Contact Information and a detailed Schedule of Activities with all key dates for planning purposes. The Schedule of Activity is regularly updated and e-mailed to the Central Intelligence Agency, all faculty and EVP staff.

MARKETING CLASS REQUIREMENTS

Students participating in the peer-marketing program at the selected Central Intelligence Agency campuses will interact with EdVenture Partner's representatives and perform or provide the following information in a manner deemed appropriate and acceptable with the timetable established by EdVenture Partners:

- Develop, implement, and assess the results of a marketing campaign designed to achieve the six (6) objectives stated above by the Central Intelligence Agency
- Research target population
- Conduct pre and post market surveys within the target population to obtain statistical evidence of student and community awareness and consideration of the Central Intelligence Agency
- Analyze data as basis for validating a marketing campaign design
- Develop a marketing campaign that includes, but is not limited advertising and public relations strategies
- Submit a marketing proposal to the Central Intelligence Agency, and EVP detailing all plans prior to implementation

- Implement a marketing campaign on campus or in the surrounding community, as approved by the Central Intelligence Agency, utilizing a [] budget
- Develop a system for tracking participation on campus and/or in the community
- Submit a detailed report of the marketing campaign to include: background and objectives, pre-campaign research, the marketing strategies and outcomes, publicity strategies (including photos), budget, post campaign research, campaign evaluations and recommendations, to the Central Intelligence Agency at the culmination of the program
- Execute a professional-agency style presentation to the Central Intelligence Agency and EdVenture Partners representative at the end of the project summarizing all aspects of the marketing campaign

IMAGE USE AGREEMENT

Logo, Seal, Badge or Insignia - As a vendor for the Central Intelligence Agency, EdVenture Partners is authorized to duplicate the Central Intelligence Agency logo, seal, badge, or any insignia for the purpose of producing marketing, curriculum and Internet support materials on behalf of the Central Intelligence Agency and the Central Intelligence Agency []. The use of the Central Intelligence Agency logo, seal, badge or any insignia may be used in connection with advertising or promotions to allow EdVenture Partners to produce materials from which the Central Intelligence Agency may select items for official Central Intelligence Agency and Central Intelligence Agency [] purposes only. In addition, EdVenture Partners may not release any Central Intelligence Agency logo, seal, badge or any insignia to any outside entity.

Picture or Image - As a vendor for the Central Intelligence Agency, EdVenture Partners is authorized to reproduce a picture or image for the purpose of producing marketing, curriculum and Internet support materials on behalf of the Central Intelligence Agency and the Central Intelligence Agency []. The use of the Central Intelligence Agency produced picture or image may be used

in connection with advertising or promotions to allow EdVenture Partners to produce materials from which the Central Intelligence Agency may select items for the official Central Intelligence Agency and the Central Intelligence Agency [] purposes only. In addition, EdVenture Partners may not release any Central Intelligence Agency produced picture or image to any outside entity.

DOCUMENTATION

All documentation and student generated ideas developed shall become property of the Central Intelligence Agency, unless the item is already commercially off the shelf or a patent or copyright that protects the use and ownership of an item prior to being used exists. One original, hard copy of each student-generated final report will be provided to the Central Intelligence Agency.

- EdVenture Partners will also write and submit a comprehensive Final Report of all 12 programs that will be sent to the Central Intelligence Agency no later than February 15, 2005.

PERIOD OF PERFORMANCE

The Central Intelligence Agency program will be implemented at 12 campuses during the September to December 2004 period. Editing and printing of the Central Intelligence Agency student handbook, and development of the EVP hosted Central Intelligence Agency Web site will be completed prior to program launch.

PRODUCT PRICING

The Central Intelligence Agency [] [] will be consistent with the EdVenture Partners Marketing Internship Model. The Central Intelligence Agency is sponsoring [] Marketing Internship programs at the price of [] per program. The overall Marketing Internship investment by the Central Intelligence Agency totals []

INVOICING

One original invoice shall be sent to the Central Intelligence Agency for payment to EdVenture Partners. An invoice for the total program costs [] will be submitted to the Central Intelligence Agency on July 15, 2004. GSA Number: GS-02F002P

LEGAL NOTICE

This Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the internal laws of the State of California. This Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, and arrangements and understandings, written or oral, between the parties hereto. No representation, promise or inducement has been made by either party hereto that is not embodied in this Agreement and neither party shall be bound by or liable for any alleged representation, promise or inducement not set forth herein. This Agreement may be amended, modified, or superseded, and the terms or covenants hereof may be waived, but only by a written instrument executed by the parties hereto. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect such party's right at a later time to enforce the same or any other provision. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement. Any term or provision of this Agreement which is prohibited, invalid or unenforceable shall be ineffective to the extent (but only to the extent) of such prohibition, invalidity or unenforceability without invalidating or affecting any other term or provision hereof. If either party to this Agreement shall bring any action for any relief against the other arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover its attorneys fees and costs, including expert and consultants fees, at trial and on appeal.

AUTHORIZING PARTIES

EdVenture Partners, A California Corporation:

Signature

Title

Date

Print Name

Print Title

Central Intelligence Agency:

Signature

Title

Date

Print Name

Print Title

KEY POINTS OF CONTACT

Central Intelligence Agency

Central Intelligence Agency

Washington, DC 20505

Phone: _____

E-Mail: _____

EdVenture Partners

Supervisor

49 Dos Osos

Orinda, CA 94563

Phone: _____

Fax: _____

E-mail: _____

State Department Account

1809 Queen Anne Court

Atlanta, GA 30350

Phone: _____

Fax: _____

E-mail: _____

AUTHORIZING PARTIES

EdVenture Partners. A California Corporation:

[Redacted] 8/23/2004

Signature	Title	Date
[Redacted]	[Redacted]	
Print Name	Print Title	

Central Intelligence Agency:

Signature	Title	Date
[Redacted]	[Redacted]	
Print Name	Print Title	

KEY POINTS OF CONTACT**Central Intelligence Agency**

Central Intelligence Agency

Washington, DC 20505

Phone: [Redacted]

E-Mail: [Redacted]

EdVenture Partners

Supervisor →

49 Dos Osos
Orinda, CA 94563

Phone: [Redacted]

Fax: [Redacted]

1809 Queen Anne Court
Atlanta, GA 30350

Phone: [Redacted]

Fax: [Redacted]

E-mail: [Redacted]

E-mail: [Redacted]

FAX COVER SHEET

TO	<input type="text"/>	
COMPANY	CIA	
FAX NUMBER	<input type="text"/>	<input type="text"/>
FROM	<input type="text"/>	
DATE	2004-07-21 19:16:52 GMT	
RE	EdVenture Partners GSA Price Sheet	

COVER MESSAGE

Hi

Thanks for the call and I am happy to send you these materials. I am sending you two documents.

One, is the SSF Pricing Sheet from GSA. The other is a more detailed breakout of our per program fee so you can get a good feel for costs.

I think that does it, however please let me know if you need anything else. We certainly appreciate getting this piece of the equation done!

Regards,

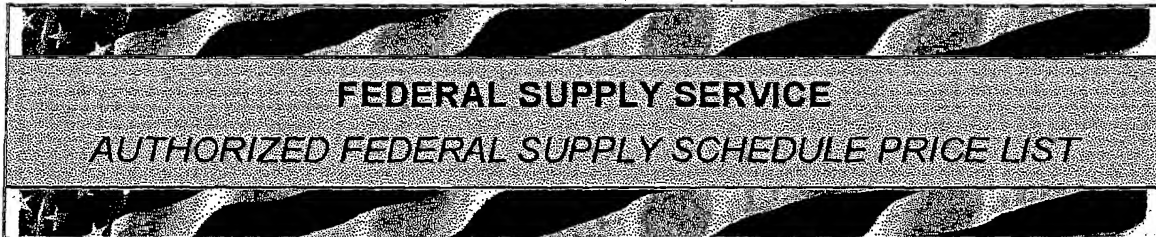
CIA Investment

Per Campus Investment

<div></div>

(Note: We have a very detailed Statement of Work that we provide each of our federal clients.)

**GSA GENERAL SERVICES
ADMINISTRATION**



On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through
GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: gsaadvantage.gov



Schedule for: 738X - HUMAN RESOURCES & EQUAL EMPLOYMENT OPPORTUNITY SERVICES

Federal Supply Group: 738X

Contract number: GS-02F-0022P

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at
fss.gsa.gov.

Contract period: October 30, 2003 through October 28, 2008

EdVenture Partners
49 Dos Osos, Orinda, CA 94563
Phone:
Fax:
e-mail: info@edventurepartners.com
web site: www.edventurepartners.com
Contract Administration:
Type of Business: Small Business

INFORMATION FOR ORDERING ACTIVITIES

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SIN):

<u>SIN</u>	<u>DESCRIPTION</u>
595-21(B)	General Support Services: Planning; Recruitment and Internal Placement; Pre-Employment Screening including, (NACLC, LAC, SSBI, SSBI-PR) and Misconduct Investigations; Position Classification; Personnel Actions; Training; Employee Assistance; Employee Relations; Outplacement
595-23 (A), (B)	Review and Integration Services: Function review of the human resources department and other offices relating to the implementation function outsourced; Integrator shall act as program manager to connect/integrate the various functions performed by multiple contractors

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

<u>SIN</u>	<u>Description</u>	<u>PRICE</u>
595-21B	Campus Contribution	<input type="text"/>
2.	MAXIMUM ORDER: \$1,000,000.00 per SIN	
3.	MINIMUM ORDER: \$2,500.00 or Lowest cost on one individual order	
4.	GEOGRAPHIC COVERAGE: 48 Contiguous states and including Alaska, Hawaii and Puerto Rico	
5.	POINT(S) OF PRODUCTION: 49 Dos Osos, Orinda, CA 94563	
6.	DISCOUNT FROM LIST PRICES OR STATEMENT OF NET PRICE: N/A	
7.	QUANTITY DISCOUNT: None	
8.	PROMPT PAYMENT TERMS: Net 30 Days	
9a.	GOVERNMENT PURCHASE CARDS ARE <u>ACCEPTED AT EQUAL TO OR BELOW</u> MICROPURCHASE THRESHOLD: Accepted	
9b.	GOVERNMENT PURCHASE CARDS ARE <u>ACCEPTED OR ARE NOT ACCEPTED</u> ABOVE THE MICROPURCHASE THRESHOLD: Accepted	
10.	FOREIGN ITEMS: None	
11a.	TIME OF DELIVERY: Will adhere to delivery schedule as specified by the agencies purchase order	
11b.	EXPEDITED DELIVERY: Contact Contractor	
11c.	OVERNIGHT DELIVERY: Contact Contractor	
11d.	URGENT REQUIREMENTS: Contact Contractor	

12. FOB POINT: **Destination**
- 13a. ORDERING ADDRESS: **49 Dos Osos, Orinda, CA 94563**
- 13b. ORDERING PROCEDURES: **For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's), and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules). N/A**
14. PAYMENT ADDRESS: **Same as ordering**
15. WARRANTY PROVISION: **N/A**
16. EXPORT PACKAGING CHARGES: **N/A**
17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (ANY THRESHOLDS ABOVE THE MICRO-PURCHASE LEVEL): **None**
18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR: **N/A**
19. TERMS AND CONDITIONS OF INSTALATION: **N/A**
- 20a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES: **N/A**
- 20b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES: **N/A**
21. LIST OF SERVICE AND DISTRIBUTION POINTS: **N/A**
22. LIST OF PARTICIPATING DEALERS: **N/A**
23. PREVENTATIVE MAINTENANCE: **N/A**
- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g., recycled content, energy efficiency, and/or reduced pollutants): **N/A**
- 24b. IF APPLICABLE, INDICATE THAT SECTION 508 COMPLIANCE INFORMATION IS AVAILABLE ON ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) SUPPLIES AND SERVICES AND SHOW WHERE FULL DETAILS CAN BE FOUND (e.g., contractor's website or other location). THE EIT STANDARDS CAN BE FOUND AT: www.section508.gov. **N/A**
25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER: **80-6207866**
26. NOTIFICATION REGARDING REGISTRATION IN CETRAL CONTRACTOR REGISTRATION (CCR) DATABASE: **The Audio Visual Company, is registered and current in the CCR database**

Pricing Information

EdVenture Partners

Description	SIN	1st Yr. (.075%)	2nd Yr. (.075%)	3rd Yr. (.075%)	4th Yr. (.075%)	5th Yr. (.075%)
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Recruitment and Internal Placement

Campus

Contribution

595-21B

Student Budget

595-21B

Program Direct Cost

595-21B

Management Fee

595-21B

Review and Integration Services (A) Function

Review (B) Integrator

Campus

Contribution

595-23

Program Direct Cost

595-23

Management Fee

595-23

FAX HEADER:

FILE MODE	OPTION	ADDRESS (GROUP)	RESULT	PAGE
456 MEMORY TX			OK	P. 17/17

REASON FOR ERROR

E-1) HANG UP OR LINE FAIL
E-3) NO ANSWER

E-2) BUSY
E-4) NO FACSIMILE CONNECTION

Fax

To:		From:	
Fax:		Pages:	
Phone:		Date:	7/22/04
Re:	Required Documents		CC:

☐ Urgent
 ☒ For Review
 ☐ Please Comment
 ☒ Please Reply
 ☐ Please Recycle

Tony,

Attached please find a copy of the Statement of Work, Section K (Representations and Certifications), and an EFT Form. Please complete the Section K and the EFT Form and fax back to my attention at your earliest convenience. Upon receiving this documentation, I can proceed in processing EdVenture Partners contract.

Thank you

Fax

To:

From:

Fax:

Pages:

Phone:

Date: 7/22/04

Re:

Required Documents

CC:

☐ Urgent

☒ For Review

☐ Please Comment

☒ Please Reply

☐ Please Recycle

Attached please find a copy of the Statement of Work, Section K (Representations and Certifications), and an EFT Form. Please complete the Section K and the EFT Form and fax back to my attention at your earliest convenience. Upon receiving this documentation, I can proceed in processing EdVenture Partners contract.

Thank you

Fax

To: From:
Fax: Pages: 9
Phone: Date: 9/22/04
Re: Monthly Contract Status Report CC:

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Attached please find a sample template of a monthly contract status report, which you are required to fill out and fax to my attention on a monthly basis. Please review the template and submit a monthly contract status report at the end of each month. If you have any questions, please call me at

Thank you

PROGRAM XYZ
MONTHLY CONTRACT STATUS REPORT
MM/DD/YYYY

NAME OF CONTRACTOR:

CONTRACT NO:

TYPE: CPAF/CPFF/FFP

PERIOD OF PERFORMANCE:

MM/DD/YY to MM/DD/YY

REPORTING PERIOD: MM/DD/YY to MM/DD/YY

CONTRACT SUMMARY:

Action	Description	Date	Est Cost + Fee or Fixed Price	Funding
Contract Award	Base	3/1/99		
MOD 1	Exercise Option	10/1/99		
MOD 2	Incremental/	11/15/99		
	Award Fee			
MOD 3	Award Fee	4/15/00		
Total Est Cost		<input type="text"/>	Fee	<input type="text"/>

% Expended To Date

%

Can the contract/work be completed within the available funding

Funds Expiration Date:

MM/DD/YYYY

and on schedule? YES/NO If not, why not?

(How long will current funding last?)

AWARD FEE SCORES: (if applicable)

PERIOD	1	2	3	4	5	6
DATES	3/1/99-9/30/9910/1/99-3/31/041/00-9/30/00					
AVAILABLE	<input type="text"/>					
EARNED	100%	90%				
UNEARNED		<input type="text"/>				

EXPENDITURES AND COMMITMENTS:

EST. COST/PRICE

FEE

TOTAL

EXPENDITURES THIS PERIOD:

CURRENT CONTRACT PERIOD (MM/DD/YY-MM/DD/YY)

GOVERNMENT FISCAL YEAR (MM/DD/YY-MM/DD/YY)

OPEN COMMITMENTS:

SUBCONTRACTOR 1 (MM/DD-MM/DD)

SUBCONTRACTOR 2 (MM/DD-MM/DD)

ITD CURRENT PERIOD EXPENDITURES AND COMMITMENTS

ESTIMATE TO COMPLETE \$0

ESTIMATE AT COMPLETION

COMMENTS: (Details of anomalies identified in the current month's costs)

(Explanation of any variations exceeding 15%)

RATE CHANGES: (Identification of new proposed/negotiated rates with DCAA)

Please attach copies of your corresponding monthly invoice(s).

PROGRAM XYZ
MONTHLY CONTRACT STATUS REPORT
MM/DD/YYYY

TOP 10 TECHNICAL ACCOMPLISHMENTS THIS PERIOD

- . BULLET FORM
- . BULLET FORM

SIGNIFICANT ANTICIPATED ACTIVITIES NEXT PERIOD

- . BULLET FORM
- . BULLET FORM

ISSUES/PROBLEMS AND RECOMMENDATIONS THIS PERIOD

- . BULLET FORM
- . BULLET FORM

PROGRAM XYZ ACTUAL
CONTRACT #/TASK ORD

HOURS (Optional)

Description	WBS	Apr-99	May-99	Jun-99	Jul-99	Aug-99	Sep-99	Oct-99
Managemen	X.X							
System En	X.X							
System Ma	X.X							
System Inte	X.X							(summary o
O&M	X.X							
Total Hours		0	0	0	0	0	0	0
Sub 1								
Sub 2								
TOTAL HOURS (Includ		0	0	0	0	0	0	0
TOTAL COSTS (Includ		0	0	0	0	0	0	0

DOLLARS

Description	Apr-99	May-99	Jun-99	Jul-99	Aug-99	Sep-99	Oct-99
Overhead							
ODC 1							
G&A							
Sub 1							
Materials							
Total Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub 1 Commitments							
Sub 2 Commitments							
Fee							
Total Price w/SUB 1 &	\$0	\$0	\$0	\$0	\$0	\$0	\$0

S
ER #

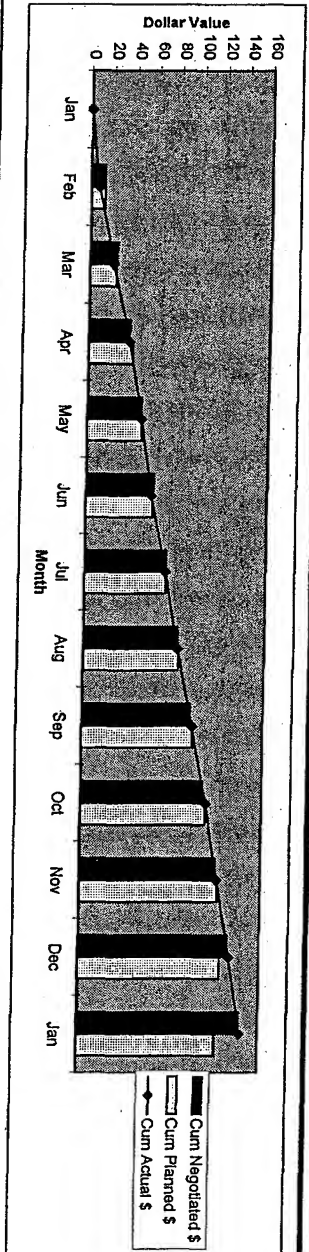
<u>Nov-99</u>	<u>Dec-99</u>	<u>Jan-99</u>	<u>Feb-00</u>	<u>Mar-00</u>	TOTAL
					0
					0
					0
f costs/hours by WBS/funded level)					0
					0
0	0	0	0	0	0

0	0	0	0	0	0
0	0	0	0	0	0

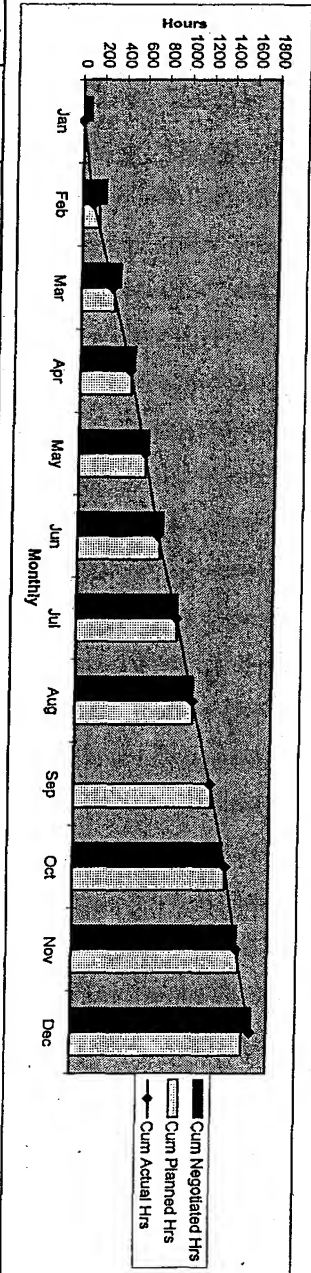
<u>Nov-99</u>	<u>Dec-99</u>	<u>Jan-99</u>	<u>Feb-00</u>	<u>Mar-00</u>	TOTAL
					\$0
					\$0
					\$0
					\$0
\$0	\$0	\$0	\$0	\$0	\$0

\$0	\$0	\$0	\$0	\$0	\$0
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Financial/Hourly Summary
Contract #/Task Order #



(\$K)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Negotiated	\$0.0	\$11.9	\$11.9	\$11.9	\$11.9	\$11.9	\$11.9	\$11.9	\$11.9	\$11.9	\$11.9	\$11.9	\$11.9
Planned \$	\$0.0	\$12.0	\$15.7	\$14.6	\$11.8	\$11.2	\$14.1	\$11.8	\$14.1	\$12.1	\$10.9	\$14.3	\$0.0
Actual \$	\$0.0	\$7.3	\$13.4	\$15.4	\$11.5	\$10.4	\$14.1	\$11.6	\$13.8	\$12.9	\$10.7	\$11.9	\$10.9
Plan v Act	\$0.0	\$4.8	\$2.4	(\$0.8)	\$0.3	\$0.8	\$0.1	\$0.2	\$0.3	\$10.7	\$0.2	\$2.4	(\$10.9)
Cum Nego	\$0.0	\$11.9	\$23.9	\$35.8	\$47.7	\$59.7	\$71.6	\$83.6	\$95.5	\$107.4	\$119.4	\$131.3	\$143.2
Cum Plan	\$0.0	\$12.0	\$23.0	\$38.8	\$47.9	\$58.7	\$72.0	\$83.8	\$97.7	\$109.5	\$121.2	\$124.6	\$121.0
Cum Act	\$0.0	\$7.3	\$20.7	\$36.0	\$47.5	\$57.9	\$72.0	\$83.6	\$97.4	\$110.3	\$121.0	\$132.9	\$143.8
Cum Plan v	\$0.0	\$4.8	\$7.1	\$6.3	\$6.7	\$7.5	\$7.4	\$7.7	\$7.9	\$7.2	\$7.4	\$9.8	(\$1.1)



(Hours)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Negotiated	72	144	144	144	144	144	144	144	144	144	144	144	144
Planned H	0	154	202	188	152	144	181	152	181	144	130	171	
Actual H	0	101	186	178	153	130	180	153	172	151	111	139	
Planned vs	0	53	16	11	-1	15	2	-1	9	-7	19	33	
Cum Nego	72	216	361	505	649	794	938	1,082	1,227	1,371	1,515	1,660	
Cum Plan	0	154	303	475	617	762	928	1,079	1,261	1,396	1,533	1,574	
Cum Act	0	101	287	465	618	747	927	1,080	1,252	1,403	1,514	1,652	
Cum Plan v	0	53	69	80	79	83	95	94	103	96	115	147	

Contract No./Task Order No.
Date
Page

WBS-DETAILED HOURS (Optional)

[illegible]

Contract No./Task Order No.
Date
Page

WBS-COST DOLLARS (DOES NOT INCLUDE FEE)

[illegible]